

<b>Inquiry</b>	<b>Bid Document Name</b>	<b>Section Number</b>	<b>Inquiry</b>	<b>Answer</b>
1	IFB Document (PDF)	1.1 Overview	Overview, "Bids will be accepted only from Original Equipment Manufacturers (OEMs) that meet all of the qualifications set forth in Section 2.3 Qualification of Bidder." As a OEM we do not routinely submit bids for our products directly. Can we authorize a Reseller to submit a bid on our behalf?	No. Pursuant to IFB 22844 (Revised September 29, 2015), Section 2.3, Qualification of Bidder, "This Solicitation is open to Original Equipment Manufacturers (OEMs) of Audio Visual Equipment who offer Products pursuant to Section 2.1, <i>Scope</i> , and demonstrate proof of a minimum sales volume of \$1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date".
2	IFB Document (PDF)	2.1 Scope	Just below 2.1 Scope, it states that "Bidders may also offer related accessories, options, consumable, parts, software, maintenance, support services for EOL Equipment that is within the scope of the Products referenced above." Does that mean if we are the OEM manufacturer of the AV furniture or carts, that our reseller who are listed on our contract would be able to sell their AV equipemnt through our contract?	No. If the Contractor plans to utilize Resellers, the Resellers will only be authorized to sell Products that are included under the Contractor's approved Contract Pricelist.

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3	IFB Document (PDF)	2.3 Qualification of Bidder	Regarding the sales report showing \$1 million in sales for products and services for the pricelist offered. The pricelist we will submit was revised 7/1/15 and effective to some agencies as of 8/1/15. It will be difficult to show \$1 million in sales on that exact price list. However, our product line and price/product list did not change materially. (For example, all products on the prior price lists would be eligible for this contract; the sales are relevant.) Is it permissible to show that volume of sales on the same/similar products but from the prior price/product list?	Yes, that is acceptable provided that the products were offered under an earlier version of the same pricelist.
4	IFB Document (PDF)	2.3 Qualification of bidder	This request is a customer list and sales volume report to be made available. Will it remain confidential & what safeguards are there? There is concern sharing customer lists and revenue especially with competitors.	Any materials that the Bidder wishes to remain confidential should be identified as such in accordance with Appendix B, Section 7, Confidential/Trade Secret Materials.
5	IFB Document (PDF)	2.3 Qualification of Bidder	Please clarify "national public entity" for the purposes of reporting the \$1 million in sales. We sell to K-12 schools. Would the desired report therefore include any K-12 school nationwide?	Yes, K-12 public schools would classify as a national public entity for the purposes of IFB 22844 (Revised September 29, 2015), Section 2.3, Qualification of Bidder.

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6	IFB Document (PDF)	3.1 Bid Submittal Instruction	In Attachment 8, are dealers able to be added or removed during the duration of the Contract?	Yes, pursuant to IFB 22844 (Revised September 29, 2015), Section 5.15.3, Use of Resellers/Distributors/Alternate Channel Partners "Reseller Directory updates will be allowed no more than twice annually. On the first business day of the month following the sixth and twelfth months of each contract year, Contractors shall be given an opportunity to submit revised Reseller Directories electronically".
7	IFB Document (PDF)	3.1 Bid Submittal Instruction	Attachment 1 Pricelist may have custom pricing. Also there are notes in description that charges are monthly/hourly/daily. Is that acceptable or must these items go out for bid?	Pricing should be submitted on Attachment 1, Pricelist in accordance with IFB 22844 (Revised September 29, 2015), Section 5.8, Pricelists/Discounts.
8	IFB Document (PDF)	3.2.4 Bid Submittal Instructions	Under the instructions list of bound, hard copy items to be submitted, number 4 (Workers' Comp) says "(PDF)" at the end of the bullet/line. Please clarify if this is a printed, hard copy item, or is to be included as an electronic file, or both.	IFB 22844 (Revised September 29, 2015), 3.2.4, has been revised removing the "(PDF)". This item is required in hard copy only.
9	IFB Document (PDF)	3.1 Bid Submittal Instructions	Does the government require electronic versions of the documents to be provided in hard copy?	No. IFB 22844 (Revised September 29, 2015), Sections 3.1.1 and 3.1.2, Bid Submittal Instructions outlines the different format in which documents are to be submitted. See revised Section 3.1.

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10	IFB Document (PDF)	4.1 Method of Award	<p>Regarding Invitation to Bid, Section 4.1, paragraph 3: Bidder must provide copies of at least one governmental or municipal contract that shows the discount and FOB point. I also reviewed our PEPPM and NJPA contracts. Neither set of contract documents state the percentage of discount or that they get free ground shipping. This is also the case with the other state contracts we hold.</p> <p>All of those State contracts, and PEPPM and NJPA, get free ground shipping; and have a percentage of discount that is the same or a little less than we will provide to State of New York. Those terms would have been agreed on in other documents with the bid submittal; but the final Contract document does not state it.</p>	Pursuant to IFB 22844 (Revised September 29, 2015), Section 4.1, Method of Award, “The State reserves the right to require documentation to support the reasonableness of the prices offered. At the time of the Bid opening, where possible, Bidder must provide copies of at least one governmental and/or municipal contract (GSA, WSCA, other State, etc.) that shows the discount and FOB point. In the event that such contracts are not available, the Bidder shall supply invoices of sales to large entities or corporations with repeat business detailing the discount and FOB point.” It is the responsibility of the Bidder to demonstrate reasonableness of price and Bidders may also supply any other supporting documentation necessary to demonstrate this in addition to copies of any governmental and/or municipal contracts.
11	IFB Document (PDF)	4 Method of Award	If MSRP is located on company website, can this be considered published pricelist?	No. Pursuant to IFB 22844 (Revised September 29, 2015), Section, 4.1 Method of Award, “Bidder may offer Products and services from any of the following types of nationally published pricelists: 1. Manufacturer's Suggested List Price (MSLP), 2. Manufacturer's Suggested Retail Price (MSRP), 3. Governmental Pricelist, or 4. Manufacturer’s Commercial Pricelist. Bidder may offer Products and services from multiple nationally published pricelists provided that the nationally published pricelists meet the requirements of this section.” Section 4.1 further states “If Products are not available through one of the types of nationally published pricelists referenced, the Products may not be offered under the Contract.”

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12	IFB Document (PDF)	4.1 Method of Award	<p>You have asked for a copy of another "governmental and/or municipal" contract we hold that shows the same or better % of discount and FOB terms. We have several state contracts and large national consortium contracts (e.g. PEPPM) but none of the award notices or contract documents for those contracts state the % of discount.</p> <p>A. What documents could be provided to verify NYS would get the same or better percent of discount and shipping terms as those other state agencies we are contracted with?</p> <p>B. Could you more clearly define other "governmental and/or municipal" contracts (or give examples) that are acceptable as well?</p> <p>C. We have an AV contract with a University that states the FOB terms and % of discount. Would this be acceptable to meet the "governmental and/or municipal" contract requirement.</p> <p>D. The alternative, producing invoices to large entities or large sales that show the percent of discount is not an alternative, as our invoices state the final, discounted price only.</p>	<p>Pursuant to IFB 22844 (Revised September 29, 2015), Section 4.1, Method of Award, "The State reserves the right to require documentation to support the reasonableness of the prices offered. At the time of the Bid opening, where possible, Bidder must provide copies of at least one governmental and/or municipal contract (GSA, WSCA, other State, etc.) that shows the discount and FOB point. In the event that such contracts are not available, the Bidder shall supply invoices of sales to large entities or corporations with repeat business detailing the discount and FOB point."</p> <p>It is the responsibility of the Bidder to demonstrate reasonableness of price and Bidders may also supply any other supporting documentation necessary to demonstrate this in addition to copies of any governmental and/or municipal contracts.</p> <p>Pursuant to IFB 22844 (Revised September 29, 2015), Section 4.1, Method of Award, "The State reserves the right to require documentation to support the reasonableness of the prices offered. At the time of the Bid opening, where possible, Bidder must provide copies of at least one governmental and/or municipal contract (GSA, WSCA, other State, etc.) that shows the discount and FOB point.</p> <p>A contract with a University may be acceptable provided the other requirements listed in the IFB are satisfied.</p> <p>It is the responsibility of the Bidder to demonstrate reasonableness of price and Bidders may also supply any other supporting documentation necessary to demonstrate this in addition to copies of any governmental and/or municipal contracts.</p>

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13	IFB Document (PDF)	5.1 Price	"All prices are freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User" - this conflicts with section 5.26	OGS does not believe there is any conflict between IFB 22844 (Revised September 29, 2015) Sections 5.1, Price and 5.26, Product Acceptance. Delivery of Products does not constitute Product Acceptance.
14	IFB Document (PDF)	5.9.1 General	Many OEMs have monthly pricelist updates. Will the State consider allowing pricelist updates to be monthly instead of twice/yr or semi-annual (as currently set forth under Section 5.9 (1))?	OGS declines this request.
15	IFB Document (PDF)	5.9.4 Escalation Cap	Will the State consider removing the pricelist increase cap under Section 5.9 (4)? This may create undue burden for OEMs who may need to adjust their prices for various legitimate business reasons.	OGS declines this request.
16	IFB Document (PDF)	5.9.4 Escalation Cap	Please consider removing the 3% annual escalation cap (Section 4, p. 16). It is difficult for OEMs to manage a price cap.	OGS declines this request.
17	IFB Document (PDF)	5.11.6 Professional Services (Consulting, Training, and other Incidental services which are billed hourly)	Will the State consider increasing the Services cap at 20% under Section 5.11(6)? We understand the reasons behind the cap, but believe that the 20% may be too restrictive in prohibiting customers from efficiently purchasing maintenance services with the AV products.	OGS declines this request.

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18	IFB Document (PDF)	5.12 Employee Information Required to be Reported by Certain Consultant Contractors and Service Contractors	Please clarify that Section 5.12 reporting is applicable to the entity performing the services (I.e., if the reseller is performing the services, not the prime contractor). This type of information is very time-consuming to collect and report and Contractors do not want hours and compensation of employees to become public information.	This is a statutory requirement. Resellers performing services under the resultant Contract shall be considered subcontractors for the purposes of IFB 22844 (Revised September 29, 2015), Section 5.12, Employee Information Required to be Reported by Certain Consultant Contractors and Service Contractors. Please be advised that this requirement applies only to those employees providing “Consultant Services”, as defined by the statute, to a State Agency.
19	IFB Document (PDF)	5.15 Use of Resellers/Distributors/Alternate Channel Partners	On page 20 subparagraph 1. In this paragraph it says Contractor shall specify if orders shall be placed with Contractor or designated reseller. Is this an either/or situation or can it be Contractor and designated reseller selling directly?	Contractors may accept orders directly, through Resellers, or both. Please respond accordingly to Question 15 of Attachment 3, General Questions.
20	IFB Document (PDF)	5.15 Use of Resellers/Distributors/Alternate Channel Partners	Page 20 subparagraph 5. In some cases designated resellers are not authorized to sell the complete product line in accordance with their reseller agreement. In those instances where a reseller receives an order for a model(s) they are not authorized to sell can they refuse the order or modify perhaps forwarding to the contractor or another reseller?	Yes, IFB 22844 (Revised September 29, 2015), Section 5.15.5, Use of Resellers/Distributors/Alternate Channel Partners, “Contractor shall have the right to qualify Reseller(s) and their participation as fulfillment agents under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria (“qualifying criteria”), provided that: i) such qualifying criteria are uniformly applied to all potential Resellers based upon Contractor’s established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; ii) all general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term; iii) those qualifying criteria met by the Reseller must be identified on the form provided in Attachment 8 at the time that Reseller approval is requested under this paragraph; and iv) immediate advance notice is provided to OGS in the event that a change in Reseller’s status occurs during the Contract term.”

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21	IFB Document (PDF)	5.18 Orders	Please remove the last sentence of p. 21 of Section 5.18 "Bidder further warrants and represents..." A warranty is unnecessary and could cause the contractor to be in breach of contract. The Intellectual property infringement indemnity would cover any damages related to infringement.	This language has been deleted from Section 5.18, Orders of IFB 22844 (Revised September 29, 2015). Please see Appendix B, Section 60, Indemnification and Section 61, Indemnification Relating to Infringement, for the indemnification provisions applicable to the Contracts resulting from this IFB.
22	IFB Document (PDF)	5.18 Orders	"Bidder shall defend, indemnify and save New York State wholly harmless from all costs, liability, and damages, including attorney fees incurred by New York State as a result of claims by a third party that New York State use of any data, information, or software infringes the rights of such third party. New York State shall promptly notify Bidder in the event New York State learns of such claim by a third party." Parameters needed for this one...	This language has been deleted from Section 5.18, Orders of IFB 22844 (Revised September 29, 2015). Please see Appendix B, Section 60, Indemnification, and Section 61, Indemnification Relating to Infringement, for the indemnification provisions applicable to the Contracts resulting from this IFB.
23	IFB Document (PDF)	5.24 Product Returns Because of Quality Problems	We will replace damaged product, but not issue a credit and 30 days to inspect is concerning and it conflicts with section 5.1.	<p>OGS declines this request. Pursuant to IFB 22844 (Revised September 29, 2015) Section 5.24, "The Authorized User shall elect whether to receive a replacement product or a credit/refund for the full purchase price. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery."</p> <p>OGS does not believe there is any conflict between Sections 5.1, Price and 5.24, Product Returns Because of Quality Problems. Delivery of Products does not constitute Product Acceptance.</p>



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24	IFB Document (PDF)	5.25 Product Returns Due to Authorized User Error	As it relates to Whiteboards (interactive, static), (Vendor) is a "made to order" manufacturer and does not accept returns of this nature. We need clarification / guidance as it will be a challenge to institute a new policy to support a single contract / agreement.	Please see revised IFB Section 5.25, Product Returns Due to Authorized User Error. For "made-to-order" or customized Products where returns due to Authorized User error are unavailable, Contractor will be required to notify the Authorized User and obtain the Authorized User's written approval of the unavailability of such returns, prior to fulfilling the order.
25	IFB Document (PDF)	5.26 Product Acceptance	Again, 30 days to accept by the Authorized User is a concern for the reason stated above.	OGS declines this request.
26	IFB Document (PDF)	5.29 Toll-Free Number	Is the 800 line a requirement of the bidder or do each of the designated resellers need an 800 number as well?	The requirement is for Bidders and resultant Contractors only.
27	IFB Document (PDF)	5.34.2 Equal Employment Opportunity Requirements	I had one question regarding the bid for Audio Visual Equipment with regard to Equal Employment Requirements. The bid section 5.34.2 states that the contractor is required to fill out this paperwork if we are bidding anything associated with real property. The products that we are bidding are not real property so I was wondering if this paperwork needed to be handed it. We are bidding portable AV systems and therefore they are not real property because they are not a permanent fixture according to my understanding.	In accordance with IFB 22844 (Revised September 29, 2015), Section 5.34.2, Equal Employment Opportunity Requirements, Bidder further shall submit with the Bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract.

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28	IFB Document (PDF)	5.36 Use of Recycled or Remanufactured Materials	Refurbished products can only be sold on the contract if identified in the bid. It is our policy to offer refurbished products at an additional straight discount, if a contract permits it. Let's say NY State discount is 20% off list. If the authorized user would like a refurbished product, they would receive an additional 10% off (total of 30% off of list). Could we simply add a line to our pricing stating Refurbished products, additional 10% discount?	Yes, as long as the original Product is listed in Attachment 1, Pricelist.
29	Appendix B- General Specifications (May 2015)	13 Remanufactured, Recycled, Recyclable Or Recovered Materials	Same question as above: Refurbished products can only be sold on the contract if identified in the bid. It is our policy to offer refurbished products at an additional straight discount, if a contract permits it. Let's say NY State discount is 20% off list. If the authorized user would like a refurbished product, they would receive an additional 10% off. Could we simply add a line to our pricing stating Refurbished products, additional 10% discount?	Yes, as long as the original Product is listed in Attachment 1, Pricelist.
30	IFB Document (PDF)	5.24 Product Returns Because of Quality Problems	Please clarify that Section 5.24 Product Returns because of Quality Problems will be in accordance with Contractor's standard warranty return process.	Please refer to Appendix B, Section 58, Warranties for the warranty provisions applicable to the Contracts resulting from this IFB.

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31	IFB Document (PDF)	5.26 Product Acceptance	Please delete Section 5.26 Product Acceptance. Products should be accepted upon delivery and acceptance time periods create revenue deferrals. Warranty returns and Section 5.25 allow customer to address defective products and errors in ordering.	OGS declines this request.
32	IFB Document (PDF)	General	Please extend the deadline	The deadline for bid submission has been postponed to October 7, 2015 – 11:00 AM ET.
33	IFB Document (PDF)	General	Please consider opening this IFB to allow resellers to bid with a Manufacturer's Authorization Letter.	OGS declines this request.
34	IFB Document (PDF)	General	Please consider allowing OEMs who already hold an OGS Comprehensive Telecom or are awarded a contract under upcoming IT Umbrella Contract to be cross-listed under this contract so that buyers are aware that the products/services are available on other OGS contract vehicles. The terms and conditions are slightly different and the contract management burden to manage overlapping price lists and contracts would have real administrative and financial costs for OEMs.	OGS declines this request.
35	Appendix B-General Specifications (May 2015)	15.g.ii Commercial Price List Reductions	Page 5 paragraph (gii) Previously OGS indicated that pricelists can only be updated twice a year but in this paragraph you imply that pricelists will have to be updated as prices decrease. Is this correct?	The Contractor shall have an obligation to apply price decreases in accordance with Appendix B, Section 15, Pricing, to individual Purchase Orders until such time that the Contract Pricelist is updated in accordance with IFB 22844 (Revised September 29, 2015), Section 5.9, Contract Pricelist Update Procedures.

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36	Appendix B- General Specifications (May 2015)	15.g.iii Special, Offers/Promotions Generally	Page 5 paragraph (giii) Most promotions occur in a particular class of trade , some or all. It could be reseller, distributor,systems integrator, etc. However in this paragraph OGS has indicated that if any customer receives better pricing than the state, that promotion will apply. Where OGS mentions other customers, is this defined as Federal or State customers or does it mean all customers in every class of trade?	This paragraph is not limited to Federal or State customers, however it is limited to “similar quantity transactions” offered for a better discount or net pricing than what is available under the Contracts resulting from this IFB.
37	Appendix B- General Specifications (May 2015)	58.b Warranties, Title and Ownership	Please remove Section 58.b. of App. B, Title and Ownership. A warranty is unnecessary and could cause the contractor to be in breach of contract. The Intellectual property infringement indemnity would cover any damages related to infringement.	OGS declines this request.

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38	Appendix B- General Specifications (May 2015)	58.c Product Warranty	"Appendix B 58 C paragraph 4 - During the product warranty period, when we (the Contractor) are not responsible for the installation of the Product, are we required to incur the labor costs of uninstalling the Product for repair as well as costs for re-installation of the repaired Product? We ask because most of the time the installer, a service provider, or the customer themselves are responsible for removing the product from the installation to get it to us."	Yes, pursuant to Appendix B, Section 58.c, Product Warranty, "All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor."
39	Appendix B- General Specifications (May 2015)	60 Indemnification Appendix B, 5.56.2 Contract Template	Please delete indirectly from "which shall arise from or result directly or indirectly from this Contract" from Section 5.56.2. App. B, Section 60 Indemnification. This is potentially in conflict with 62.c regarding the consequential damages waiver.	OGS declines this request.
40	Appendix B- General Specifications (May 2015)	72 Source Code Escrow For Licensed Product	Please delete App. B, Section 72. Inadvertent release of source code by an escrow agent could cause irreparable harm to contractor.	OGS declines this request.
41	Attachment 7- Insurance Requirements (PDF)	Para. 2	In the second paragraph, can you replace "evidence of such policies in a form acceptable to OGS." with "evidence of such policies in a form required below."?	OGS declines this request.

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42	Attachment 7- Insurance Requirements (PDF)	A.3 Certificates of Insurance/Notices	In the General Conditions, subparagraph A.3, can you replace “in a form satisfactory to OGS” with “in a form as required below”?	OGS declines this request.
43	Attachment 7- Insurance Requirements (PDF)	A.3 Certificates of Insurance/Notices	In the General Conditions, in the paragraph detailing the requirements of the Certificates of Insurance, can you replace “Be in a form acceptable to OGS (i.e., an Acord form);” with “Be on an Acord form or equivalent.”?	OGS declines this request.
44	Attachment 7- Insurance Requirements (PDF)	A.5 Work Conditioned on Proof of Coverage	In subparagraph A.5. of the General Conditions, can you replace “in a form acceptable to OGS” with “in a form as required herein”?	OGS declines this request.

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45	Attachment 7- Insurance Requirements (PDF)	A.7 Subcontractors	In the text after subparagraph A.7., can you replace “shall name The People of the State of New York, its officers, agents and employees as additional insureds hereunder (General Liability Additional Insured Endorsement shall be on Insurer Service Office’s (ISO) form number CG 20 10 11 85 or the equivalent).” with “shall include The People of the State of New York, its officers, agents and employees as additional insureds (for General Liability, for liabilities falling within Contractor’s indemnity obligations under this Agreement, and for Automobile Liability, for liability arising out of the use of autos covered by such insurance).”?	OGS declines this request.
46	Attachment 7- Insurance Requirements (PDF)	B.1 Insurance Requirements Commercial General Liability Insurance	In the description of required Commercial General Liability insurance, can you replace “The limits under such policy shall not be less than the following;” with “The limits of such policy shall be the following:”?	OGS declines this request.

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47	Attachment 7- Insurance Requirements (PDF)	B.1 Insurance Requirements Commercial General Liability Insurance	In the description of required Commercial General Liability insurance, can you delete the text regarding 3 year term for products/completed operations coverage, and just add a sentence that says something like, "The general liability insurance shall be maintained during the Term and for at least three (3) years after acceptance of the work, as required by the contract."?	OGS declines this request.
48	Attachment 7- Insurance Requirements (PDF)	A.7 para 2	Can you delete the reference to the specific type of additional insured endorsement that must be included on the CGL policy? And replace with something like, "The People of the State of New York, its officers, agents and employees shall be included as additional insureds for liabilities falling within Contractor's indemnity obligations under this Agreement."	OGS declines this request.
49	Attachment 7- Insurance Requirements (PDF)	B.2 Comprehensive Business Automobile Liability Insurance	In the Auto Insurance requirement, paragraph B.2., can you delete "at least" and replace "name as additional insureds" with "include as additional insureds"?	OGS declines this request.
50	Attachment 9- Contract Usage Report (Microsoft Excel)	General	Is this a form we submit to you after we sell something. The only time we have sold anything to New York is through BOCES. There is no instructions for this.	Yes. Attachment 9, Contract Usage Report, will be utilized to report sales under a resultant Contract.
51	General	General	What products are we bidding on?	Please refer to IFB 22844 (Revised September 29, 2015) Section 2.1, Scope.



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52	IFB Document (PDF)	General	Will the State consider allowing authorized OEM resellers to bid directly?	OGS declines this request.
53	General	General	Who are the decision makers for your mounting needs?	Authorized Users will make installation decisions for the Products purchased under the Contract. However, pursuant to IFB 22844 (Revised September 29, 2015) Sections 2.1, Scope; 5.11.5, Assembly/Configuration/Installation/Networking Services; installation services which are considered Public Works in accordance with New York State Labor Law are excluded from the Contract.
54	General	General	After we submit our signed agreement who will be specifying our products?	Authorized Users will make purchases from resulting Contracts.
55	General	General	Who are the decision makers for your Projection Screen needs?	Authorized Users will make purchases from resulting Contracts.
56	General	General	ABC Company, a leading supplier of Projector and Flat Panel Mounts is also a division of XYZ Company, do we have to submit separate bids for each brand or can we submit as ABC/XYZ brands and ABC Company/XYZ Company?	If the Federal Tax Identification Number is the same for XYZ Company and ABC Company then one bid for both brands is acceptable. If the companies have different Federal Tax Identification Numbers separate bids will need to be submitted.
57	General	General	Do our products have to be GSA compliant? Specifically our interactive whiteboards?	No.
58	General	General	If we are using resellers only, does my firm have to show proof of insurance and proof of business in NYS?	Yes. All Bidders are required to comply with IFB 22844 (Revised September 29, 2015) Insurance Requirements.
59	General	General	If I can offer just the replacement projector lamps that are used in some of the equipment should I be submitting a bid for that, or is that purchased through each agency or end user on their own? Are the lamps being considered an accessory?	No, the intent is to award to Original Equipment Manufacturers (OEMs) of Audio Visual Equipment. Pursuant to IFB 22844 (Revised September 29, 2015). Section 2.3, Scope, "This Solicitation is open to Original Equipment Manufacturers (OEMs) of Audio Visual Equipment who offer Products pursuant to Section 2.1, <i>Scope</i> , and demonstrate proof of a minimum sales volume of \$1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date".

<b>Inquiry</b>	<b>Bid Document Name</b>	<b>Section Number</b>	<b>Inquiry</b>	<b>Answer</b>
60	General	General	Is there an option where Resellers can bid the brand as the reseller and have the manufacturer sign off on the Reseller bid?	No. Pursuant to (IFB) 22844 (Revised September 29, 2015). Section 2.3, Qualification of Bidder, "This Solicitation is open to Original Equipment Manufacturers (OEMs) of Audio Visual Equipment who offer Products pursuant to Section 2.1, <i>Scope</i> , and demonstrate proof of a minimum sales volume of \$1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date".
61	General	General	In regards to the audio visual bid 22844 my concern was not having the option of the authorized dealer to bid for a OEM manufacturer. The past couple Audio Visual bids this was allowed when the manufacturer signed a letter stating that the dealer could bid on their behalf to hold the contract. For instance one of our contract numbers we held was PC64117. This was for Hitachi and a couple other manufacturers. Is this option available for the current bid 22844?	No. Pursuant to IFB 22844 (Revised September 29, 2015). Section 2.3, Qualification of Bidder, "This Solicitation is open to Original Equipment Manufacturers (OEMs) of Audio Visual Equipment who offer Products pursuant to Section 2.1, <i>Scope</i> , and demonstrate proof of a minimum sales volume of \$1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date".
62	General	General	Although we were a former AV contract holder, this bid is limited to manufacturers (OEM'S) is that correct?	Yes. Pursuant to IFB 22844 (Revised September 29, 2015), Section 2.3, Qualification of Bidder, "This Solicitation is open to Original Equipment Manufacturers (OEMs) of Audio Visual Equipment who offer Products pursuant to Section 2.1, <i>Scope</i> , and demonstrate proof of a minimum sales volume of \$1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date".
63	General	General	1. Is this for all NYS counties? 2. We are a primary contractor. We do have a production company that does have the listed equipment. Can we partner with them because they are not NYS/NYC Vendors?	This is a statewide Contract and resultant Contractors will be required to provide service, sales and support staff to service the Contract accordingly. Contractors may use Resellers to fulfill Contract requirements in accordance with IFB 22844 (Revised September 29, 2015), Section 5.15, Use of Resellers/Distributors/Alternate Channel Partners.
64	General	General	Is there a pre-bid meeting for the contract?	No.

<b>Inquiry</b>	<b>Bid Document Name</b>	<b>Section Number</b>	<b>Inquiry</b>	<b>Answer</b>
65	General	General	I am registered see attached email I receive every day. But I didn't see this bid someone had sent to me which I am thankful. Am I missing something – or did I not register right.	In accordance with IFB 22844 (Revised September 29, 2015), Section 1.4, New York State Contract Reporter, you must register with the New York State Contract Reporter (NYSCR) at <a href="https://www.nyscr.ny.gov">https://www.nyscr.ny.gov</a> in order to receive notifications about this Solicitation. Please see revised Section 1.4 for additional information.
66	General	General	We are resellers for SMART products and we are very interested in this opportunity for bid 22844. Could you let me know if resellers could be a part of this bid or is it strictly for Original Equipment Manufacturers?	No. Pursuant to “This Solicitation is open to Original Equipment Manufacturers (OEMs) of Audio Visual Equipment who offer Products pursuant to Section 2.1, <i>Scope</i> , and demonstrate proof of a minimum sales volume of \$1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date”.
67	General	General	We specialize in building law enforcement interview room recording equipment – cameras, mics, door buttons and recording devices to capture audio and video. I attached the brochure. Is there a call for this type of equipment?	Please refer to IFB 22844 (Revised September 29, 2015), Section 2.1, <i>Scope</i> , for a list of Products that are within scope. Pursuant to Section 2.3, Qualification of Bidder, “This Solicitation is open to Original Equipment Manufacturers (OEMs) of Audio Visual Equipment who offer Products pursuant to Section 2.1, <i>Scope</i> , and demonstrate proof of a minimum sales volume of \$1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date”.
68	General	General	Do we need to submit our whole productline?	No. However, the expectation is that Bidders offer a majority of Products available from their nationally published pricelist bid that are within scope.
69	General	General	If we send you purchases through our buying vehicles without the customer names for the previous 36 months, will that be alright? Or confidential financial statements in place of customer sales?	No, proof of sales shall be consistent with the requirements set forth in IFB 22844 (Revised September 29, 2015). Section 2.3, Qualification of Bidder.

<b>Inquiry</b>	<b>Bid Document Name</b>	<b>Section Number</b>	<b>Inquiry</b>	<b>Answer</b>
70	General	General	<p>Could you tell me where I would find the products being requested for in this bid?</p> <p>I have an item list for pricing but there are no products listed so I don't know what items are being requested.</p>	Please refer to IFB 22844 (Revised September 29, 2015), Section 2.1, Scope, for a list of Products that are within scope.
71			<p>Questions regarding Forms ST-220 CA and ST-220 TD.</p> <p>We will be supplying product through New York based resellers.</p> <p>1. Since we are not supplying product directly, are we required to complete the forms?</p> <p>2. Should the forms be completed by each of the New York resellers?</p>	Yes, all Bidders are required to provide all required documentation pursuant to IFB 22844 (Revised September 29, 2015), Section 3, Bid Submittal. The ST-220 forms are required to be submitted by the Bidder, with certifications made by the Bidder on behalf of their Subcontractors/Resellers. See the ST-220-TD and ST-220-CA forms for additional information.
72	General	General	<p>My tech firm is inquiring about what it is you guys are looking to procure specifically.</p>	Please refer to IFB 22844 (Revised September 29, 2015), Section 2.1, Scope, for a list of Products that are within scope.